52.212-4 Contract Terms and Conditions—Commercial Items.

As prescribed in 12.301(b)(3), insert the following clause:

Contract Terms and Conditions—Commercial Items (Feb 2007)

(a) *Inspection/Acceptance*. The Contractor ("immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("Kabot International, Inc.") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within the warranty period, as stated under section (o) of this clause; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.,* use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.,* 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
(2) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
(3) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid in full for items delivered to the government and a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. All title, including but not limited to copyrights, in and to the SOFTWARE PRODUCT and any copies thereof are owned by Kabot International Inc. or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. All rights not expressly granted are reserved by Kabot International Inc.

(o) *Warranty*. Kabot International Inc. expressly disclaims any warranty for the SOFTWARE PRODUCT. The SOFTWARE PRODUCT is provided "As Is" without any express or implied warranty of any kind, including but not limited to any warranties of merchantability, non- infringement, or fitness of a particular purpose. Kabot International does not warrant or assume responsibility for the accuracy or completeness of any information, text, graphics, links or other items contained within the SOFTWARE PRODUCT. Kabot International Inc. makes no warranties respecting any

harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb, or other such computer program. Kabot International Inc. further expressly disclaims any warranty or representation to Authorized Users or to any third party.

(p) *Limitation of liability*. After the Parties have executed this Agreement, Client's exclusive remedies the facility any and all System related matters shall be as described in this Agreement, subject to the limitations set forth in this Section.

THE FACILITY SHALL BE SOLELY RESPONSIBLE FOR USING THE SOFT WARE AND KABOT INTERNATIONAL INC. SHALL NOT BE LIABLE FOR ANY LOSS, LIABILITY, EXPENSE, DAMAGE ARISING OUT OF USE OF THE SOFTWARE IN PERFORMING UNDER THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, HEREBY RELEASES AND DISCHARGES KABOT INTERNATIONAL INC. AND ITS HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, STOCKHOLDERS, DIRECTORS, OFFICERS, SUCCESSORS, REPRESENTATIVES, ASSIGNS AND DESIGNEES FROM ALL ACTIONS, CAUSES OF ACTION, SUITS, DEBTS, LIABILITIES, SUMS OF MONEY, REPRESENTATIONS, COVENANTS, WARRANTIES, CONTRACTS, CONTROVERSIES, AGREEMENTS, PROMISES, VARIANCES, DAMAGES, JUDGMENTS, CLAIMS AND DEMANDS WHATSOEVER, IN LAW AND IN EQUITY, WHETHER EXISTING ON THE DATE HEREOF OR ARISING HEREAFTER, ARISING OUT OF THE SOFTWARE BY OR ON BEHALF OF CLIENT OR ANY OF ITS REPRESENTATIVES, EMPLOYEES, AGENTS OR ANY PERSON ACTING AT CLIENT'S DIRECTION OF USE OF THE SOFTWARE FURTHER, CLIENT HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS KABOT INTERNATIONAL INC. AND ITS SUCCESSORS, ASSIGNS, STOCKHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CHARGES, CLAIMS, LIENS, CAUSES OF ACTION, DAMAGES, DEFICIENCIES, JUDGMENTS, SETTLEMENTS, COST OF INVESTIGATION OR OTHER EXPENSES (INCLUDING ATTORNEYS FEES AND DISBURSEMENTS) (COLLECTIVELY "LOSSES"), WHICH ARE OR IN THE FUTURE MAY BE MADE, CLAIMED OR CHARGEABLE AGAINST ALL OR ANY SUCH PERSONS ARISING FROM OR RELATING TO THE BREACH OF CLIENT'S COVENANT SET FORTH ABOVE IN THIS SECTION OR THE REUSE BY OR ON BEHALF OF CLIENT OR ANY OF ITS REPRESENTATIVES, EMPLOYEES, AGENTS OR ANY PERSON ACTING AT CLIENT'S DIRECTION OF THE SOFTWARE

KABOT INTERNATIONAL INC. IS PROVIDING CLIENT WITH A USER MANUAL THAT CONTAINS DIRECTIONS FOR USE OF THE SOFTWARE CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT, THIS SOFTWARE INTENDED AS MEANS TO DOCUMENT THE INSPECTION AND AUDIT PROCESSES CONDUCTED BY THE PHARMACY DEPARTMENT OF THE FACILITY FOR STORAGE OF MEDICATIONS IN THE WARDS OR OTHER PLACES OF THE FACILITY AND KABOT INTERNATIONAL INC. IS NOT RESPONSIBLE FOR THE ERRORS IN TIME OR DATE OF THE INSPECTIONS. UPON RECEIPT OF THE KABOT

INTERNATIONAL INC. SYSTEM, CLIENT SHALL REVIEW, SET UP AND APPROVE THE SYSTEM AND WILL BE SOLELY RESPONSIBLE FOR THE MANAGEMENT OF THE SOFTWARE KABOT INTERNATIONAL INC. SHALL NOT BE LIABLE FOR ANY LOSS, LIABILITY, EXPENSE, DAMAGE ARISING OUT OF ANY INACCURACY, OMISSIONS, USE OR MISUSE OF THE SOFTWARE TOOL.

IN NO EVENT SHALL KABOT INTERNATIONAL BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST INFORMATION) RISING OUT OF "AUTHORIZED USERS" USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF KABOT INTERNATIONAL INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL KABOT INTERNATIONAL INC. BE LIABLE FOR LOSS OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT), OR OTHER DAMAGES BASED IN CONTRACT, TORT OR OTHERWISE. KABOT INTERNATIONAL INC. SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONTENT OF THE SOFTWARE PRODUCT OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ERRORS OR OMISSIONS CONTAINED THEREIN, LIBEL, INFRINGEMENTS OF RIGHTS OF PUBLICITY, PRIVACY, TRADEMARK RIGHTS, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, MORAL RIGHTS OR THE DISCLOSURE OF CONFIDENTIAL INFORMATION.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
(3) The clause at 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be

considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.
(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(u*) Licenses*. Per FAR 12.212 the items provided to the government are considered Commercial computer software or commercial computer software documentation. The following license terms control the acquisition of these items and the Standard End User License Agreement Standard Terms and Conditions attached hereto as Schedule ‘A’ and incorporated herein by reference, constitutes the only rights acquired by the government.

SCHEDULE A
KABOT INTERNATIONAL, INC. STANDARD END USER LICENSE AGREEMENT (WITH MAINTENANCE SERVICES) STANDARD TERMS AND CONDITIONS

1. GRANT OF LICENSE

The SOFTWARE PRODUCT is licensed as follows:

1.1 Installation and Use

1.1-1 The client will provide the required Hardware along with required 3rd party proprietary software prior to installation of the PHARMAKOMPLY™

1.1-2 Kabot International Inc. will install one copy of the SOFTWARE PRODUCTS PHARMAKOMPLY™ on your hardware on one "Server computer" for a single Facility.

1.1-3 The "Server computer" must be running a valid licensed copy of Windows 2003 Server Standard Edition and SQL Server 2005 Standard Edition

1.1-4 The SOFTWARE PRODUCTS PHARMAKOMPLY™ will be used by unlimited number of users within the single Facility that has purchased this "Single Site License". The facility may transfer the SOFTWARE PRODUCT from one "Server computer" to another "Server computer", provided it has been completely removed from the "Server computer" from which it is transferred.

1.2 Backup Copies

The facility may make copies of the SOFTWARE PRODUCTS for backup and archival purpose only.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

2.1 Maintenance of Copyright Notices

The facility must not remove or alter any copyright notices on any and all copies of the SOFTWARE PRODUCT.

2.2 Distribution

The facility will not distribute registered copies of the SOFTWARE PRODUCT to third parties or other VA Facilities.

2.3 Prohibition on Reverse Engineering, Decompilation, and Disassembly

The facility will not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

2.4 Rental

The facility will not rent, lease, or lend the SOFTWARE PRODUCT to any 3rd party.

2.5 Support Services

Kabot International Inc. will provide the facility with support services related to the SOFTWARE PRODUCT ("Support Services"). Any supplemental software code (patch, update, upgrade) provided to you as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this EULA.

2.5.1 Support Levels

1st Level Support

Level 1 Support is defined as being done by the customer's onsite facility support personnel.

2nd Level Support

Level 2 Support is defined as telephone software support and/or telephonic troubleshooting assistance on PharmaKomply software performed by vendor support personnel with the onsite facility support personnel.

3rd Level Support

Level 3 Support defined as that support which cannot be done via telephone and/or remotely. This level requires the services of the vendor onsite.

2.6. Compliance with Applicable Laws

The facility must comply with all applicable laws regarding use of the SOFTWARE PRODUCT.

3. TERMINATION

Without prejudice to any other rights, Kabot International Inc. may terminate this EULA if the facility fails to comply with the terms and conditions of this EULA. In such event, the facility must destroy all copies of the SOFTWARE PRODUCT in your possession.

4. RESPONSIBLITIES

The following table outlines Customer and Kabot International Inc. responsibilities for the product installation.

Project Phase	Customer Responsibilities	Kabot International Inc. Responsibilities
Project Planning	Manage the implementation project through to completion Designate the resources who would arrange and schedule training sessions Plan the time slots for training sessions with Kabot's training team.	Provide project planning activities for SOFTWARE PRODUCT PHARMAKOMPLY™
		Kabot International Inc. Product Manager to coordinate with Facility designee to arrange training sessions.
		Plan the training session in accordance within arranged schedules
Product Installation	Provide Hardware Intel Xeon Dual Core 2 Ghz 4 GB RAM 160 GBx2 Hard Drive Gigabit Ethernet with preinstalled licensed copy of Windows 2003 Server Standard Edition and SQL Server 2005 Standard Edition	Install and configure test and run the PharmaKomply™ application on the client's server
Training Education	Provide room in the facility where projector and screen could be used for	Provide the services of a qualified instructor

	showing the product. Gather the trainees on time on the prearranged schedule.	Be available on the prearranged schedule

5. PharmaKomply Customer Support Guide

PharmaKomply provides support and services designed to meet the customer's needs. This Support Guide outlines the various support options and gives customers information on how to access customer support.

Support Coverage

Hours of operation

Standard hours of support are provided for all issues - Monday through Friday, from 7:00 am to 7:00 pm Eastern Standard Time.

Kabot International Inc. observes the following holidays during the year.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve (12/24)
- Christmas Day (12/25)

Kabot International also schedules team meetings and training throughout the year. Depending on the length of the event, customers will be routed to voicemail. If at any point you have questions or concerns regarding support hours or any special closings, please contact the support department directly.

PharmaKomply Technical Support

PharmaKomply Technical Support is answered by our Customer Service Representatives. They will obtain basic information from you and get a description of the problem so that they can accurately document your call and route it to the appropriate engineer for resolution.

E-mail support

For people who prefer the use of e-mail to converse or ask questions, PharmaKomply provides a support e-mail address to assist users in obtaining support and guidance. The e-mail address is support@kabotintl.com and will be answered same day in most cases. All responses will be given within 24 hours.

FTP Site

A FTP site provides a link to download product manuals and software in the event of any loss of CD's. The site is password protected and requires your hospital username/password to access. Contact the support department for username and password information to access the site. The following outline explains support policies and the problem resolution process you should follow when solving technical problems.

Pricing for Support Calls

Standard support contracts include non-chargeable support phone calls. A phone support incident is defined as a request for support received by phone for which a new case number is assigned and remains open until resolved, at which time the customer will be notified and the support incident will be deemed closed.

E-mail support is also free to clients with a support contract. These are handled in the same manner as standard phone incidents and provide users with alternative options to contact support.

Support Levels

There are three levels of support associated with the system: Level-1, Level–2 and Level-3.

Level-1 Support is provided by your trained staff members. This staff can be from IT, IRM, Pharmacy or combination

Level-2 Support is provided by the PharmaKomply Technical Support Engineers (TSE)

Level-3 Support is provided by the PharmaKomply Technical Support Engineer in conjunction with PharmaKomply development staff. Their primary role is to fix software defects.

Level-1 Support (Provided by the customer)

A member(s) of your staff should be designated as the provider of Level-1 Support. This individual is generally referred to as a *Super User.* He/she should possess the appropriate knowledge and skills to perform effectively in that role. Their skill set with the system should be above average and they should be used as a resource for resolving user type issues or questions. In addition, a *System Administrator* should be chosen by the IT department to resolve any Windows, networking, or hardware issues.

Level-2 Support (Provided by the PharmaKomply Support Team)

If Level-1 support is unable to resolve the issue on their own, the Level-1 support staff should contact PharmaKomply technical support to assist. Listed below are some examples of when the system administrator or super user should contact Level-2 support.

- A feature does not function as defined in the documentation.
- A feature functions as defined in the documentation, but it produces misleading or grossly incorrect results.
- An error appears within the application (on screen.)
- An error appears in one of the PharmaKomply logs.

Contacting Level-2 Support

The *System Administrator* should diagnosis the issue and should provide Level-1 support to the end user before requesting Technical Support from PharmaKomply. The following list is some of this information you will need when you contact PharmaKomply Technical Support.

- Customer Number/Name
- Example of the error (screen shots are most helpful)
- How the issue was produced. Steps that produced error.
- Can the error be reproduced?
- Specific error messages and/or event log entries
- Where the error is occurring?
- Time the error occurred.
- Any other specific details
- Existing Case ID number (if calling on a previously issue)

A Case ID number for each issue is logged with PharmaKomply Technical Support (even if the issue is resolved during the initial call). This number will assist you in expediting any follow-up that might be associated with the case. If the case is not resolved, keep a record of this number for use in follow up information. Please make sure to indicate how you would like the follow-up to occur (phone, fax, email, etc).

System Responsibility

Misuse of the system can result in incorrect data to be saved and viewed. Kabot International Inc. is not responsible for misuse of the system or the results occurring from improper use of the system and its functionality. The system offers a great deal of flexibility and requires that the customer take responsibility for its configuration. If the system is used incorrectly, Kabot International Inc. cannot be held responsible for incorrect data.

L1 – Level 1 support responsibility. Responsibilities associated with this level of support include issue validation, first line troubleshooting, defining details of potential issues, and data gathering.

L2 –Level 2 support responsibility. Responsibilities associated with this level of support include troubleshooting assistance, assistance in log analysis, and system configuration. Remote support as well as diagnosis of issues is also included.

Issue Process

After an issue is reported, it will be assigned a case number. As issues that involve software changes are corrected, they are grouped into service packs which are available for distribution from our FTP site. Notifications will also be sent to the Account Manager for your site regarding these updates. You may also contact Support to check on the status of a service pack.

Service Pack Updates

Customers with active support contracts receive PharmaKomply updates in the form of Service Packs free of charge. In a rare scenario should a customer require assistance in upgrading its system with on-site support, such services will be billed to the customer at $1,200 per day plus travel expenses. Fixes to released code are supported in the current version and the previous version. If you find a problem with the program, contact Support and open an issue. The individual assigned to the case will help you to determine if the issue can be resolved over the phone or if a programming change is needed. If you are on an unsupported version, and the problem is determined to be a defect, you will be required to upgrade to a supported version when the defect has been corrected.

Version Upgrades

PharmaKomply software version upgrades involve the participation of our technical implementation team and require the customer to enter into a support contract to perform the upgrade. The license for the new software version is free of charge for those clients with active support contracts. In a rare scenario should a customer require assistance in installing the upgraded version on its system with on-site support, such services will be billed to the customer at $1,200 per day plus travel expenses.

If You Have Additional Questions

If you still have questions after reading the PharmaKomply Support Guide, Kabot International Inc. encourages you to contact your sales agent to make sure that you are completely clear on all the information within this packet and how it may affect your facility.